

K # 9459



# **AGREEMENT**

**BETWEEN**

**CP INDUSTRIES**

and the

**UNITED STEEL, PAPER &  
FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL, AND SERVICE  
WORKERS INTERNATIONAL UNION**

**Salaried**

**Clerical & Technical Employees**

**LOCAL #5852-13**

---

**AUGUST 16, 2011  
MCKEESPORT, PENNSYLVANIA**

## TABLE OF CONTENTS

### LOCAL 5852-13

Article	page
Agreement .....	1
1. Purpose.....	1
2. Management .....	1
3. Existing Working Conditions .....	2
4. Contracting Out.....	2
5. General Principles.....	3
6. Union Shop .....	3
7. Grievance Procedure .....	4
8. Safety and Health .....	5
9. Hours of work.....	6
10. Overtime and Holidays.....	7
11. Vacations.....	8
12. Seniority .....	10
13. Military Service .....	12
14. Severance Allowance .....	12
15. Rates of Pay.....	13
16. Sick Leave.....	15
17. Termination.....	16

Appendices	page
A. Letter of Agreement on Miscellaneous Matters.....	19
B. Manning Agreement .....	20
C & C1. Wage Progression Limitation .....	21
D. William M. Halas Letter.....	24
E. William M. Halas Letter Benefits .....	25
F. Letter of Agreement Dennis Fleming 1996.....	26
G. Letter of Agreement Dennis Fleming 2001 .....	28
H. Letter of Agreement Dennis Fleming 2006.....	30
H. Exhibit A 401K Plan 2006.....	32
H. Exhibit B Medical & Rx 2006 .....	33
H. Exhibit C Retire Med & Rx 2006 .....	34
I. Company and Union agreement I 2011 .....	37

CP INDUSTRIES & UNITED STEEL WORKERS #5852-13

AGREEMENT

This Agreement is between CP Industries Holdings Inc., (Company) and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy Allied Industrial and Service Worker's International Union on behalf of Local #5852-13 (Union). The Company recognizes the Union as the exclusive collective bargaining representative of all salaried clerical and technical employees for whom the Union is certified by the National Labor Relations Board as the exclusive collective bargaining representative. This agreement applies only to operations at the CP Industries Plant in McKeesport, PA. Any future business ventures which may be pursued and/or obtained by CP Industries will be considered separate entities and not subject to the provisions of this Agreement.

ARTICLE 1  
PURPOSE

The purpose of this agreement is to establish rates of pay, hours of work and other conditions of employment promoting a cooperative relationship among all employees, ensuring uninterrupted operations and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 2  
MANAGEMENT

2.1 The Company retains the exclusive right to manage the business and to direct the work force. These rights include the right to hire, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons

2.2 A supervisor will not perform work normally done by a bargaining unit employee except in the following types of situations: experimental and/or demonstrational work, work under emergency conditions where interference with operations, injury, or damage to material or equipment could occur, and work under existing circumstances would be unreasonable to assign to bargaining unit employees or is negligible in amount. Work incidental to supervisory duties or a job normally performed by a supervisor, even though similar to duties in bargaining unit jobs, shall not be affected by this provision.

2.3 If a supervisor performs work in violation of the above and the employee who would have done the work and who has realized a loss of earnings can be identified, the Company shall pay that employee the applicable standard hourly wage rate for the time involved or for four hours, whichever is greater.

2.4 An employee who is assigned as a temporary supervisor will not issue discipline to employees, provided that this provision will not prevent a temporary supervisor from relieving an employee from work for the balance of the turn for alleged misconduct. An employee will not be called by either party in the grievance procedure or arbitration to testify as a witness regarding any events involving discipline which occurred while the employee was assigned as a temporary supervisor

2.5 Crew leader assignments will be made at the discretion of management; however, such assignments will not be made for a period exceeding four consecutive months.

ARTICLE 3  
EXISTING WORKING CONDITIONS

Identified specific practices or customs in effect as of the date of this agreement will remain in effect except as they are changed or eliminated by mutual agreement or, if the basis for the existence of such practice or custom is changed or eliminated, the Company will have the right to void same. When such a change or elimination is made by the Company, any affected employee shall have recourse to the grievance procedure to have the Company justify its action. A three month period of time will be provided following the effective date of this agreement for the parties to agree to which, if any, practices exist. Any claimed practice, custom, or condition not identified and agreed to during this time will not be recognized.

ARTICLE 4  
CONTRACTING OUT

4.1 The Company intends to use its employees when reasonable and practicable for work on its property. The following shall govern the various types of contracting out situations:

A. Where the practice has been to perform clerical and technical work within the plant by bargaining unit employees, such will continue unless otherwise agreed to.

B. Where the practice has been to contract out such work, it may continue unless otherwise agreed to.

C. Where such work has been performed within the plant under some circumstances by bargaining unit employees and under some circumstances by contractors, such contracting out shall be permissible under circumstances similar to those under which contracting out has been the practice unless otherwise agreed to.

4.2 A joint committee will be established to discuss problems which may arise concerning the application of this Article. The Union representative(s) will be notified when the Company decides to contract out work for performance in the plant; such notice will be in advance of contracting out except where emergency requirements preclude same.

4.3 Should the Union representatives on the committee believe discussion is necessary, they shall request a meeting within 5 days after notice is given and a meeting shall be held within 3 days thereafter. If the matter is not resolved, a grievance challenging such action may be filed, if initiated within 30 days from the date of the Company's notice. If the Company fails to notify the Union on matters covered by paragraphs 4.2 and 4.3 and the reason was not due to an emergency situation, and such failure deprived the Union of a reasonable opportunity to suggest practicable alternatives, the Board of Arbitration shall have the authority to fashion a remedy appropriately.

#### ARTICLE 5 GENERAL PRINCIPLES

5.1 The provisions of this agreement will be applied to all employees without regard to race, color, religious creed, national origin, sex or age.

5.2 There will be no Union activity on Company time. There will be no strikes, work stoppages, slow-downs, or other acts which would interrupt or impede operations. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities.

5.3 The Company agrees there will be no lockouts.

5.4 The right of the Company to discipline an employee for a violation of this agreement shall be limited to the failure of such employee to discharge his responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his responsibilities as a representative or officer of the Union. The Union has the exclusive right to discipline its officers and representatives. The Company has the exclusive right to discipline its officers, representatives and employees.

#### ARTICLE 6 UNION SHOP

6.1 Each employee in the bargaining unit on the date of this agreement and each person who becomes an employee shall, as a condition of continued employment, be required to be a member of the Union on the 30th day following the date of this agreement or the beginning of his employment, whichever is later.

6.2 The Company agrees to deduct, upon written authorization signed by the employee, initiation fees and/or monthly dues from employees' earnings. The amount of monthly dues shall be twice the employee's current hourly vacation rate.

6.3 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this article.

#### ARTICLE 7 GRIEVANCE PROCEDURE

1. Differences between the parties as to interpretation or application of, or compliance with, the provisions of this agreement should be addressed in an expeditious and effective manner. The following procedure for processing grievances will be applied:

A. An Employee and/or his grievance committeeman will discuss complaints or grievances with his immediate supervisor within ten (10) calendar days after the occurrence or non-occurrence of the event prompting the grievance, or the date on which such event should reasonably have become known.

B. If the issue remains unresolved, a grievance must be filed in writing, signed by the employee and his grievance committeeman, and submitted to his supervisor no later than ten (10) calendar days after a response from the supervisor. The written grievance will set forth the specific alleged infraction, facts relating thereto, and the contractual provisions claimed to have been violated. A grievance not conforming to this format will not be appropriate for processing.

C. A meeting will be held with a Company representative from the area involved at mutually agreeable times. If an answer is not provided within ten (10) calendar days thereafter, the grievance will be granted.

D. Should the grievance remain unresolved, it may be appealed within ten (10) calendar days for a hearing before the President and/or his representatives, the Grievance Committee and a Representative from the International Union, if desired. Meetings will be held at mutually agreeable times after the appeal is received. The resolution of grievances up to and including this level will be without prejudice to the position of either party. For any unresolved grievance, a summary of pertinent points discussed will be prepared by the Company and jointly signed.

E. In the event the grievance is not settled, it may be appealed to an arbitrator mutually selected by the parties, provided such is so appealed within thirty (30) calendar days after (D) above.

F. Hearings before an arbitrator will be held within thirty (30) calendar days after (E) above.

G. An arbitrator will have jurisdiction and authority only to interpret, apply, or determine compliance with this agreement and may not add to, detract from, or alter this agreement.

H. The costs of arbitration will be equally shared by the parties.

I. If a grievance is not appealed in accordance with the above, it shall be considered settled on the basis of the last decision made.

7.2 A Grievance Committee will be designated by the Union and will number no more than two employees, one of whom will be the Chairman.

7.3 In all instances where the Company believes an employee's conduct justifies discharge, he will first be suspended for not more than five (5) calendar days and notified in writing that he will be discharged at the end thereof. During such five day period, if the employee believes his proposed discharge is unjust, he may request a hearing and discussion of the offense before the head of his department. Within five (5) calendar days thereafter, the suspension will be affirmed, modified, extended, revoked or converted to discharge.

Should the determination result in discharge, the employee may file a grievance within five (5) calendar days after notice. A hearing before the President and/or his representatives will be held and decision rendered within ten (10) calendar days. This decision may be appealed to arbitration and heard in the manner set forth above. Additionally, the Arbitrator will not have jurisdiction to modify the degree of discipline imposed should it be determined that the employee has been suspended or discharged for proper cause.

#### ARTICLE 8 SAFETY AND HEALTH

8.1 The safety and health of all employees is of great concern to the Company and Union of CP Industries and all employees will accept "safety" as a part of their individual responsibility.

8.2 The Company will make all necessary repairs and adjustments to assure the safety of all its employees and shall comply with all applicable State and Federal regulations regarding job safety and health. The Union agrees to cooperate fully in providing a safe work environment.

8.3 The Company welcomes suggestions from all employees or from the Union which offer practical and feasible ways of improving plant safety. An employee may submit safety suggestions through his immediate supervisor.

8.4 The Company reserves the right to adopt reasonable plant rules and may impose appropriate discipline for the violation of such rules. Employees of CP Industries must recognize that compliance with safety rules and regulations is a condition of employment. To be effective, all employees must be constantly on the lookout for any condition or action which might be unsafe or careless. Both the Union and the Company agree to promote all rules necessary to insure safety on the job.

8.5 Both the Company and the Union agree that failure to report accidents, even if minor in nature, can result in a loss of a life or limb to other workers and also disrupt the efficient operation of the plant.

8.6 Consequently, employees are required to immediately report to their supervisor any accident or injury, major or minor, which may occur to them. If then directed by his supervisor, the employee will report immediately for medical treatment.

8.7 A Joint Union - Management Safety and Health Committee will be established.

8.8 The Union and Company agree to follow the guidelines and rules within the existing Drug and Alcohol testing program in an effort to provide a safe work environment for all.

#### ARTICLE 9 HOURS OF WORK

9.1 The normal weekly work hours shall be 40 and shall be scheduled normally on five (5) successive days.

9.2 The normal daily work hours shall be 8 and the parties recognize that business conditions could require daily hours in excess of 8. These hours shall be consecutive except for lunch periods in accordance with existing practices; employees currently having a one hour lunch break or at the discretion of the department manager ½ hour lunch break, however starting times and quitting times will be determined by the company and based on business needs.

9.3 The final right to arrange working schedules rests with Management in order to avoid adversely affecting the work and such schedules may be changed to suit the varying conditions of the business. The company will not schedule work for more than 60 hours in one work week however this does not prevent any employee from accepting any overtime on a voluntary basis beyond the 60 hours work week.

9.4 An employee who is called for jury service or subpoenaed as a witness shall be excused from work without deduction from salary for the days on which he serves. Service includes required reporting whether or not he is

9.4 An employee who is called for jury service or subpoenaed as a witness shall be excused from work without deduction from salary for the days on which he serves. Service includes required reporting whether or not he is used. The employee will present proof that he did serve or report as a juror or was subpoenaed and reported as a witness.

9.5 When death occurs to an employee's legal , mother-in-law, father-in-law, , grandparents or grandchildren (including stepfather, stepmother, stepchildren, stepbrother or stepsister when they have lived with the employee in an immediate family relationship), an employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled shifts (or for such fewer shifts as the employee may be absent) which fall within a three (3) consecutive calendar day period; provided, however, that one such calendar day shall be the day of the funeral and it is established that the employee attended the funeral.

When death occurs to an employee's immediate family to include legal spouse, parents, children, and siblings the employee will be entitled to a maximum of three (3) consecutive scheduled shifts off with all other provisions in this article remaining as written.

Payment shall be eight (8) times his average straight-time hourly earnings (as computed for jury pay). An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability.

#### ARTICLE 10 OVERTIME AND HOLIDAYS

10.1 Overtime at the rate of 1-1/2 times the regular rate of pay shall be paid for hours worked in excess of eight (8) hours in a workday or forty (40) hours in a week.

10.2 Payment of overtime rates shall not be duplicated for the same hours worked.

10.3 The designated holidays are: January 1, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day and Christmas Day. If the calendar holiday is on Sunday, the holiday shall be the following Monday.

10.4 For hours worked on any designated holiday, an overtime rate of 2-1/2 times an employee's regular rate of pay will be paid.

10.5 An eligible employee who does not work on a designated Holiday will be paid eight (8) times his current hourly vacation rate. If, however, he is scheduled to work and fails to report or perform work, he will be ineligible for pay unless his absence was due to sickness or because of death in the immediate family (parents including in-laws, children, brother, sister, spouse and grandparents)

10.6 An eligible employee is one who: (a) Performs work or is on vacation in the payroll period in which the Holiday occurs; or if he is laid-off for such payroll period, performs work or is on vacation in both the payroll period preceding and the payroll period following the payroll period in which the Holiday occurs; and (b) Works as scheduled or assigned both on his last scheduled workday prior to and on his first scheduled workday following the Holiday unless he has failed to so work because of sickness or because of death in the immediate family.

10.7 When a Holiday occurs during an eligible employee's scheduled vacation, he shall be paid for same in addition to his vacation pay. Such payment shall also apply to (1) an employee whose vacation has been scheduled prior to his layoff and who thereafter is laid off and takes his vacation as scheduled, or (2) an employee who is not at work at the time his vacation is scheduled, but who thereafter returns to work and is then absent from work during a Holiday week because of his scheduled vacation. However, an employee who is not at work at the time of scheduling his vacation and is not working at the time his vacation commences, is not eligible for Holiday pay for such Holiday occurring during his vacation.

#### ARTICLE 11 VACATIONS

11.1 Each employee who has attained at least six months of continuous service, and who in any calendar year has performed work in such calendar year or who, during the last pay period closed during the year immediately preceding such calendar year: (a) has performed work or, (b) was on vacation from work or, (c) was receiving sick leave salary continuance or, (d) was receiving sick and accident benefits after salary continuance has been exhausted, shall receive vacation in accordance with the following:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation</u>
Less than 6 months	None
6 months but less than 1	1
1 but less than 6	2
6 but less than 15	3
15 but less than 23	4
23 or more	5

Vacations will be taken on a calendar week basis.

11.2 Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Company in order to insure the orderly operation of the plant.

11.3 Vacations may be scheduled throughout the calendar year; however, the Company may designate two (2) one-week periods, as vacation shutdown per calendar year.

11.4 Each employee granted a vacation under this Article will be paid at his average rate of earnings per hour for the first two of the last four closed and calculated pay periods worked by the employee preceding the first week of the actual vacation period. Hours of vacation pay for each vacation week shall be the average hours per week worked by the employee in the first two of the last four pay periods worked by the employee preceding the first week of the actual vacation period, but not less than forty (40) hours per week nor more than forty-eight (48) hours per week.

11.4.a Should an employee die prior to the vacation year their vacation earnings will go to their beneficiary, in accordance with state statutes.

11.4.b. Should an employee die before January 1, of the vacation year and has vacation remaining, his/her beneficiary, in accordance with state statutes, will receive the unused vacation for the current year as well as the vacation he/she would have been eligible to receive after January 1st of the vacation year.

11.5 The average rate of earnings per hour shall be computed by:

A. Totaling pay received for all hours worked (total earnings, excluding premium for overtime, holiday, Sunday and shift differential) and pay for un-worked holidays, and

B. Dividing such earnings by the total of hours worked and un-worked holiday hours which were paid for.

## ARTICLE 12 SENIORITY

12.1 The parties recognize that promotional opportunity and job security in event of promotions, decrease of forces and recalls after layoffs should increase in proportion to length of continuous service.

12.2 It is understood and agreed that the provisions of the Manning Agreement of the 6/2/01 hourly settlement agreement between CPI and the USW are applicable in this agreement and will provide the guidelines for administration of work assignments and mobility of the work force to the extent stated therein. The Manning Agreement is referenced as Appendix B and is modified to recognize the existing clerical and technical departments: (A) Production Engineering Planning, (B) Accounting, and (C) Maintenance. The Production Engineering Planning Department has two separate units.

12.3 Plant continuous service shall be used for all purposes in which a measure of continuous service is utilized, except vacation preference purposes where continuous combined corporation service will apply. In the event two or more employees have identical plant continuous service, the tie will be broken on the basis of continuous combined corporation service. If they are the same, the tie will be resolved with the employee having the earliest birth date being recognized as the senior employee.

12.4 It is understood and agreed that in all cases of:

A. Promotion the following factors as listed below shall be considered; however, only where factors "1" and "2" are relatively equal shall continuous service be the determining factor:

1. Ability to perform the work,
2. Physical fitness,
3. Continuous service.

B. Decrease in forces or recalls after layoffs the following factors as listed below shall be considered; however, only where both factors "1" and "2" are relatively equal shall continuous service be the determining factor:

1. Ability to perform the work,
2. Physical fitness,
3. Continuous service.

12.5 Continuous service shall be calculated from date of first employment or reemployment following a break in continuous service. Continuous service shall be broken by:

- A. Quit
- B. Discharge, provided that if the employee is rehired within six (6) months the break in continuous service shall be removed.
- C. Termination in accordance with Article 14 - Severance Allowance.
- D. Absence in excess of two years, except as provided in 12.7 and 12.8 below.

12.7 If an employee is absent because of layoff or physical disability in excess of two (2) years, he shall continue to accumulate continuous service during such absence for an additional period equal to (i) three years, or (ii) the excess, if any, of his length of continuous service at commencement of such absence over two years, whichever is less. Any accumulation in excess of two years during such absence shall be counted, however, only for purposes of this Article and shall not be counted for any other purpose under this agreement. In order to avoid a break in service within the above period after an absence in excess of two years, an employee absent because of layoff or physical disability must report for work promptly upon termination of either cause, provided, in the case of layoff, the Company has mailed a recall notice to the last address furnished to the Company by the employee.

12.8 Absence due to a compensable disability incurred during course of employment shall not break continuous service, provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump-sum payment.

12.9 New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 740 hours of actual work and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by Management. Probationary employees continued in the service of the Company subsequent to the first seven hundred and forty (740) hours of actual work shall receive full continuous service credit from date of original hiring. Newly hired employees will be eligible for Health, Rx, Dental, Vision and Life Insurance after completing three full months of continuous service after the completion of their hire month.

12.10 When a decrease in force continues to the point at which a grievance committeeman would otherwise be laid off, he shall be retained in active employment (for such hours per week as may be scheduled for an employee on the job to which he is assigned) for the purpose of continuity in the administration of this Agreement in the interest of employees and the Company so long as a work force is at work in the plant area which he represents on the grievance committee. In any event, no grievance committeeman shall be retained in employment under this paragraph unless work which he can perform is available in the plant area which he represents on the grievance committee.

12.11 The principles set forth in the preceding paragraph shall apply on a plant-wide basis to employees who hold the following office: President or Vice-President. This applies only if not in conflict with the National Labor Relations Board's ruling. When there are not sufficient jobs available to provide employment in accordance with both this paragraph and the preceding paragraph, priority shall be given to employees covered by the preceding paragraph.

12.12 The Company shall make available for review by the local union concerned lists showing the relative continuous service of each employee in each seniority unit. Such lists shall be revised by the Company from time to time, as necessary, to keep them relatively up-to-date. The seniority rights of individual employees shall in no way be prejudiced by errors, inaccuracies, or omissions in such lists.

12.13 The procedure outlined below will govern assignments to permanent job vacancies if and when Management determines that such a vacancy exists and is to be filled:

Jobs will be posted for (7) calendar days. Employees within each specific department will be given first consideration for openings in that department. Then all postings will be open on a plant wide basis. Vacancies not filled within 45 days will be reposted. A successful bidder may decide to return to his former incumbent position within 45 days and such return will be without loss of his seniority standing. In such case, other applicants will be considered.

#### ARTICLE 13 MILITARY SERVICE

13.1 Employees who enter military service shall receive all rights and privileges accorded them by the laws of the United States.

13.2 Employees called for encampment of the National Guard or Reserve shall receive the difference in their service pay and average rate of earnings (as calculated for vacation pay) for hours they would have worked for up to a maximum of two (2) weeks per year.

13.3 Both Union and Company recognize and agree to follow the guidelines as written under the CP Industries Family Medical Act Policy unless determined not to be in compliance with state or federal laws.

#### ARTICLE 14 SEVERANCE ALLOWANCE

14.1 If the Company, in its sole discretion, decided to permanently close the plant or a department thereof, an employee with three (3) or more years of continuous Company service whose employment is terminated because he was not entitled to nor offered other employment shall be eligible for severance allowance in accordance with the following scale:



Continuous Company Service

Weeks of Severance Allowance

3 years but less than 5 years  
5 years but less than 7 years  
7 years but less than 10 years  
10 years or more

4  
6  
7  
8

14.2 A week's severance allowance shall be the employee's vacation rate as calculated pursuant to Article 11. Payment shall be made in a lump sum at the time of termination and acceptance of same shall terminate employment and continuous service for all purposes.

14.3 An employee who is offered employment in another department of the plant shall not be entitled to severance allowance. If, however, he transfers and such transfer results directly in the permanent displacement of some other employee, the latter shall be eligible for severance allowance provided he otherwise qualifies.

14.4 Severance allowance shall not be duplicated for the same severance and any payment received from other sources shall be deducted from the amount to which the employee may be entitled under this article.

14.5 An employee whose employment would otherwise have been terminated may elect to be placed on layoff for thirty (30) days during which time he shall decide whether to remain on layoff or take severance allowance. If he elects to continue on layoff, severance allowance is permanently waived.

ARTICLE 15  
RATES OF PAY

15.1 The standard biweekly scale of rates for the respective job classes shall be those set forth in Appendix C and shall continue in effect without change until the expiration date of this Agreement. Although reference is made herein to a biweekly salary rate, it is agreed and understood that the 80 hour "guarantee" previously recognized has been eliminated. Employees may be scheduled on a weekly basis, in which case the biweekly salary rate is divided by two and is the established rate of pay for an eligible employee scheduled for 40 hours of work. There is established for each salary rate a corresponding hourly rate which is recognized as the straight time regular rate from which to calculate overtime.

15.2 The Company may authorize absence from work without reduction of the salary rate; however, nothing shall require payment for time not worked due to causes such as:

- A. Strikes or work stoppages in connection with labor disputes
- B. Refusal to perform assigned work
- C. Absence from work without just cause
- D. Voluntary absence from work
- E. Justifiable discharge or suspension from work.

15.3 To be eligible for the established weekly salary rate, an employee shall have accrued two years of continuous service; this will not be utilized to permit Management to schedule for less than 40 hours in a week except for weeks containing holidays.

15.4 The starting and new pay rate for a newly hired employee will be in accordance with the new wage scale in Appendix "C". These rates will remain in effect for all job classes for employees hired after August 16, 2011.

The company reserves the right to increase this new hire wage scale at its discretion, either collectively or on a job by job basis.

15.5 No basis shall exist for an employee to allege that a salary rate inequity exists and no complaint or grievance on behalf of an employee alleging a salary rate inequity shall be initiated or processed during the terms of this Agreement.

15.6 Notwithstanding any provisions of this Article, errors in application of rates of pay shall be corrected.

15.7 For hours worked on the afternoon shift there shall be paid a premium rate of \$.30 per hour. For hours worked on the night shift there shall be paid a premium of \$.45 per hour. Shifts are identified as follows:

Day Shift - Turns starting between 7:00 AM and 9:30 AM inclusive.  
Afternoon Shift - Turns starting between 3:00 PM and 5:30 PM inclusive.  
Night Shift - Turns starting between 11:00 PM and 1:30 AM inclusive.

15.8 Shift differential shall be included in the calculation of overtime compensation.

15.9 An employee shall be paid a premium of 50% based on his regular rate of pay for all hours worked on Sunday which are not paid for on an overtime basis.

15.10 Existing practices and procedures governing job descriptions and classifications will remain in effect for the duration of this Agreement unless modified by mutual consent.

ARTICLE 16  
SICK LEAVE

16.1 An eligible employee who is absent from work as the result of personal disability caused by accident or sickness shall have his salary continued during such disability in accordance with the following table of limitations:

<u>Length of Continuous service</u>	<u>Maximum Sick Leave Salary Continuance</u>
Less than 2 years	Not Eligible
2 yrs, but less than 5	Balance of pay period and 4 pay periods
5 yrs, but less than 10	Balance of pay period and 6 pay periods
10 yrs, but less than 15	Balance of pay period and 8 pay periods
15 yrs, but less than 20	Balance of pay period and 10 pay periods
20 yrs and over	Balance of pay period and 13 pay periods

16.2 To be eligible under the provisions of this Article, an employee shall have accrued two years of continuous service. Reasonable evidence (including, in appropriate circumstances, a certificate from a licensed physician) of disability due to sickness or accident will be required of all employees.

16.3 Salary continuance in accordance with the above table shall constitute the maximum payments for an employee's absences from work due to one or more personal disabilities in any 12 month period, provided however, that fractional initial pay periods for each disability for which salary is continued shall not be counted in the maximum salary continuance salary continuance limitation set forth above. Should an employee receive his maximum salary continuance, or partial salary continuance, they must earn back time used at the rate of (.1 hr per 8 hours worked) this equates to 80 hours of work earning back 8 hours of salary continuance. Once exhausted the employee will fall into the category of Sickness and Accident coverage if they qualify.

16.4 Salary continuance payments shall be reduced by the amount of any Workers's Compensation payment but such payments shall not be reduced or discontinued as the result of any demotion or reduction in force which occurs during the applicable period set for in the table of limitations.

16.5 Salary continuance shall not be paid during any period while an employee is on vacation.

ARTICLE 17  
TERMINATION

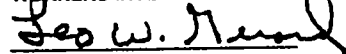
This agreement shall become effective, August 16, 2011 and remain in force until Midnight, August 15, 2014 and shall thereafter continue in force from year to year unless either party desires to modify the terms. The party desiring the modification must notify the other party in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to an anniversary date hereof. Should either party serve such notice, a joint conference shall convene not later than thirty (30) days prior to the expiration date in the year in which the notice given. Notice shall be by registered mail to the other party.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the proper

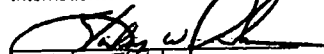
and duly authorized officers of the Company and the Union have executed

this Agreement effective this date and year August 16, 2011

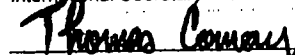
UNITED STEEL, PAPER & FORESTRY,  
RUBBER, MANUFACTURING, ENERGY  
ALLIED INDUSTRIAL and SERVICE  
WORKERS INTERNATIONAL UNION

  
Leo W. Gerard

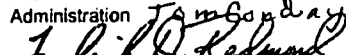
International President

  
Stan Johnson

International Secretary-Treasurer

  
Thomas Conway

International Vice President

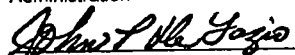
  
James D. English

Administration

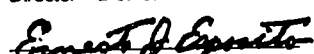
  
Fred Redmond

International Vice President

Administration

  
John P. DeFazio

Director - District 10

  
Ernie Esposito

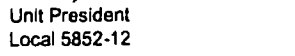
Staff Representative

District #10

  
Erik E. Hindman

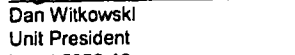
Unit President

Local 5852-12

  
Dan Witkowski

Unit President

Local 5852-13

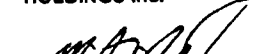
  
John Adams

Recording Secretary

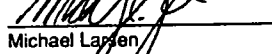
  
John Adams

Recording Secretary

CP INDUSTRIES  
HOLDINGS Inc.

  
Michael Larsen

Sr. Vice President Operations

  
Roger Seese

Vice President Finance/Accounting

  
Dave Treadwell

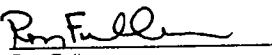
Vice President Technical Services

  
Ron Fullman

Human Resources Manager

  
Ron Fullman

Human Resources Manager

  
Ron Fullman

Human Resources Manager

UNITED STEEL, PAPER & FORESTRY,  
RUBBER, MANUFACTURING, ENERGY  
ALLIED INDUSTRIAL and SERVICE  
WORKERS INTERNATIONAL UNION

Leo W. Gerard

International President

James D. English

International Secretary-Treasurer

International Vice President

Administration

Fred Redmond

International Vice President

Administration

John P. DeFazio

Director - District 10

Ernie Esposito

Staff Representative

District #10

Erik E. Hindman

Unit President

Local 5852-12

Dan Witkowski

Unit President

Local 5852-13

John Adams

Recording Secretary

Adam Chizmar

Representative Local 5852-12

Thelma Jones

Grievance Committee

Quality Control

Bruce Thompson

Grievance Committee

Maintenance Department

Carole Curran

Representative Local 5852-13

CP INDUSTRIES  
HOLDINGS Inc.

Mike Larsen,

Sr. Vice President Operations

Roger Seese

Vice President Finance/Accounting

Dave Treadwell

Vice President Technical Services

Ron Fullman

Human Resources Manager

APPENDIX A  
LETTER OF AGREEMENT ON MISCELLANEOUS MATTERS  
June 4, 1992

Mr. Richard Pastore  
Staff Representative  
United Steelworkers of America

Dear Mr. Pastore:

This will confirm our understanding and agreement that the following matters were resolved as stated during the 1992 negotiations on behalf of USW Locals #1514 (hourly) and #3330 (salary):

1. Appendix D of the hourly 6/1/87 Agreement is modified as follows: Pay performance for Plan 4650-01 (Tool Grinders) is 114% and Plan 4900-03 (Heavy Forge) is 117%.
2. Appendix D of the salary 6/1/87 Agreement is modified to state the Service Bonus Plan provisions will remain in place for the duration of the 6/1/92 Agreement.
3. The terms and conditions of the SUB plan that previously existed will remain in effect.
4. The parties agree to meet to explore the feasibility of developing and installing a gain-sharing plan.
5. For retirements after Sept. 1, 1992, the minimum pension formula will be increased by \$1.00 for each year of service worked as a CP Industries, Inc. employee, i.e. on or after August 1, 1986.
6. The parties recognize the "American With Disabilities Act" becoming effective 7/26/92 and pledge support for and conformance with the principles and intent of this legislation.

Sincerely,

(Signed)

-----  
C.H. Ellis, Vice President  
Human Resources and  
Administrative Services

CONFIRMED:

(Signed)

-----  
Richard Pastore  
USW Staff Representative

APPENDIX B  
MANNING AGREEMENT

The parties recognize that existing narrow job descriptions necessarily limit the scope of employees' work activity; the need to revise manning procedures to permit more flexibility in job assignment is evident. To this end, the parties agree that job combinations will occur and employee utilization will be broadened. In order to realize this expansion of work function and overlapping of assignments, the parties will address jobs performed by CP Industries employees. As those employees terminate (defined as quit, retire, die), Functions may be combined with other Jobs as determined by management, however the company will make this decision within 6 months from the time of termination. Input from the Union representatives with respect to the most efficient manning arrangement will be sought prior to a pending combination. It is understood that the ability to combine work functions is at the discretion of Management; however, should Management decide that a replacement in kind is needed, those other employees on layoff who still retain recall rights will be considered prior to seeking new hires.

It is agreed and understood that for a given week, Management will develop a schedule, placing recognized incumbents on a job if it is reasonably anticipated that performance of such work functions will be required. It is expected that these identified employees will work on scheduled jobs during the week as well as be available for reassignment as the need exists. This mobility is not subject to question during the week and only an appropriate challenge may be lodged alleging a continuing violation or abuse of the intent of the system after initial discussion by the parties to air the concern.

Management will, in the course of reviewing anticipated work and related manning, consider the respective seniority status of a department's employees; however, it is recognized that where junior-in-service employees hold incumbency on certain primary, critical jobs, those individuals may work a portion of the time on the scheduled job and then may be reassigned for the duration while senior employees are on layoff.

The parties agree that for purposes stated herein, there shall exist three (3) departments: (A) Production Engineering Planning, (B) Accounting, and (C) Maintenance. The Production Engineering Planning Department will still retain two (2) separate units. The Company's intention is to reassign within the department as the needs dictate, avoiding the crossing of departmental lines. There could be exceptions, however, depending on the circumstances; e.g. should a given work situation arise during a week where a need exists to get a particular job done and available departmental employees are being fully utilized, the options may be several: (1) A Management decision to postpone the job; (2) Use overtime to complete within the week; (3) With the approval of the Chairman or Secretary of the Grievance Committee, use employees from other departments; (4) Some combination of above.

APPENDIX C  
BI WEEKLY SALARY RATE  
HIRE DATE AFTER  
AUGUST 16, 2011

Job Class	Bi-Weekly Std Rate 8/16/2011	Hourly Std Rate 8/16/2011	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
0-1	\$ 1,666.00	\$ 20.83									
2	\$ 1,690.43	\$ 21.13									
3	\$ 1,714.87	\$ 21.44									
4	\$ 1,739.30	\$ 21.74									
5	\$ 1,763.74	\$ 22.05	\$ 13.750	\$ 14.000	\$ 14.500	\$ 15.250	\$ 16.250	\$ 17.500	\$ 19.000	\$ 20.750	\$ 22.050
6	\$ 1,788.17	\$ 22.35									
7	\$ 1,812.61	\$ 22.66									
8	\$ 1,837.04	\$ 22.96	\$ 16.500	\$ 16.800	\$ 17.400	\$ 18.300	\$ 19.500	\$ 21.000	\$ 22.800	\$ 22.960	
9	\$ 1,861.48	\$ 23.27	\$ 17.750	\$ 18.100	\$ 18.800	\$ 19.850	\$ 21.250	\$ 23.000	\$ 23.270		
10	\$ 1,885.91	\$ 23.57									
11	\$ 1,910.35	\$ 23.88	\$ 18.250	\$ 18.600	\$ 19.300	\$ 20.350	\$ 21.750	\$ 23.500	\$ 23.880		
12	\$ 1,934.78	\$ 24.18									
13	\$ 1,959.22	\$ 24.49									
14	\$ 1,983.65	\$ 24.80	\$ 20.225	\$ 20.625	\$ 21.425	\$ 22.625	\$ 24.225	\$ 24.800			
15	\$ 2,008.09	\$ 25.10									
16	\$ 2,032.52	\$ 25.41	\$ 21.000	\$ 21.450	\$ 22.350	\$ 23.700	\$ 25.410				

APPENDIX C1  
BI WEEKLY SALARY RATE  
HIRE DATE PRIOR TO  
AUGUST 16, 2011

Job Class	Bi-Weekly Std Rate 8/16/2011	Hourly Std Rate 8/16/2011	Bi-Weekly Std Rate 8/16/2012	Hourly Std Rate 8/16/2012	Bi-Weekly Std Rate 8/16/2013	Hourly Std Rate 8/16/2013
0-1	\$ 1,666.00	\$ 20.83	\$ 1,666.00	\$ 20.83	\$ 1,690.00	\$ 21.13
2	\$ 1,690.43	\$ 21.13	\$ 1,690.43	\$ 21.13	\$ 1,714.40	\$ 21.43
3	\$ 1,714.87	\$ 21.44	\$ 1,714.87	\$ 21.44	\$ 1,738.88	\$ 21.74
4	\$ 1,739.30	\$ 21.74	\$ 1,739.30	\$ 21.74	\$ 1,763.28	\$ 22.04
5	\$ 1,763.74	\$ 22.05	\$ 1,763.74	\$ 22.05	\$ 1,787.76	\$ 22.35
6	\$ 1,788.17	\$ 22.35	\$ 1,788.17	\$ 22.35	\$ 1,812.16	\$ 22.65
7	\$ 1,812.61	\$ 22.66	\$ 1,812.61	\$ 22.66	\$ 1,836.64	\$ 22.96
8	\$ 1,837.04	\$ 22.96	\$ 1,837.04	\$ 22.96	\$ 1,861.04	\$ 23.26
9	\$ 1,861.48	\$ 23.27	\$ 1,861.48	\$ 23.27	\$ 1,885.52	\$ 23.57
10	\$ 1,885.91	\$ 23.57	\$ 1,885.91	\$ 23.57	\$ 1,909.92	\$ 23.87
11	\$ 1,910.35	\$ 23.88	\$ 1,910.35	\$ 23.88	\$ 1,934.32	\$ 24.18
12	\$ 1,934.78	\$ 24.18	\$ 1,934.78	\$ 24.18	\$ 1,958.80	\$ 24.49
13	\$ 1,959.22	\$ 24.49	\$ 1,959.22	\$ 24.49	\$ 1,983.20	\$ 24.79
14	\$ 1,983.65	\$ 24.80	\$ 1,983.65	\$ 24.80	\$ 2,007.68	\$ 25.10
15	\$ 2,008.09	\$ 25.10	\$ 2,008.09	\$ 25.10	\$ 2,032.08	\$ 25.40
16	\$ 2,032.52	\$ 25.41	\$ 2,032.52	\$ 25.41	\$ 2,056.56	\$ 25.71

CP Industries  
Wage Progression Limitation  
Attachment B  
August 8, 2011

Wage Progression Limitation

1. New Hires who are not making standard rate (in wage progression) shall not equal or exceed 47 percent of the total voting bargaining unit membership at CP Industries.
2. If the new hire employees in the bargaining unit become 47 percent or more of the total voting bargaining unit, the parties agree to elevate the number of new hire employees of the P&M unit to retain a percentage of new hires less than 47 percent of the bargaining unit as follows:
  - a. If the New Hires are in the Inspection Group, the most senior new hire Inspector(s) will be elevated to the standard rate.
  - b. If the New Hires are in the Maintenance Group, the most senior new hire maintenance employee(s) will be elevated to the standard rate.
  - c. If the New Hires are in the Production Group, the most senior skilled new hire production employee(s) will be elevated to the standard rate. Skilled employees are defined by the parties as those jobs within the D, E, and F classifications, as well as the following jobs within the C classification: Crane Operator, Heat Treat Operator, UT Pipe Prep and Inspectors.
  - d. If there are insufficient new hire maintenance or inspection employees to elevate to the standard rate in their respective department, then the most senior skilled production employee(s) will be elevated to the standard rate.
  - e. The parties further agree that if the Company is hiring a skilled employee, the Company has the option to award the standard rate to the New Hire in order to not meet or exceed the 47 percent limitation outlined above.
  - f. New Hires in the O&T unit are considered separate from the P&M unit. If the new hire employees in the bargaining unit become 47 percent or more of the total voting bargaining unit, the parties agree to elevate the number of new hire employees in the O&T unit to retain a percentage of new hire O&T employees to equal less than 47 percent of the bargaining unit based solely on job class with the higher job class having first opportunity to receive the standard rate.
3. New Hires in labor jobs (those jobs in classifications A, B, and those in C designated by the parties as non-skilled positions above), shall remain on the wage progression scale in order to encourage New Hires in these job classifications to obtain training in skills that are required for advancement into skilled positions at CP Industries.

CP Industries  
Wage Progression Limitation  
Attachment B  
August 8, 2011

4. If there are insufficient skilled New Hires to be elevated to maintain the 53 percent employees at the standard rate, then, and only then, will the most senior labor job New Hire who has obtained training in skills that are required for advancement into skilled positions at CP Industries will be elevated to a standard rate for the job classification the New Hire is working. For purposes of this paragraph, "training" is defined as training that has been obtained through CPI on-the-job training i.e. through a training bid and has successfully completed the training. If no labor job New Hire has obtained training to be elevated under this paragraph, then the most senior labor job New Hire will be elevated to maintain the 53 percent of employees at the standard rate.
5. Notwithstanding the preceding, Current Employees who are moved to Labor job classifications due to Layoffs or Bumping shall be paid at the hourly rate in effect prior to the commencement of the 2011 collective bargaining agreement.
6. Should an employee hired into the new hire wage progression scale, but who has been elevated to the current pay scale for any reason stated above, voluntarily give up their incumbency, job rights, or qualifications to a job, or who is removed from this job for poor performance, quality or safety issues they will return to the wage progression scale for the job they now perform. If this same employee is adequately trained in a second position that is recognized as skilled they will remain in the standard rate without loss.
7. Any inspector, who is hired into the new hire progression scale, but who voluntarily gives up their certifications or qualifications, or who is removed from a given inspection job due to poor performance, quality or safety issues will return to the wage progression scale for the job to which he or she is assigned until such certification is reinstated.
8. CP Industries agrees to review its training practices with input from the Union and will advise the Union of training opportunities as they become available.

APPENDIX D

June 17, 1987

William M. Halas  
President - Local #3330  
United Steelworkers of America  
2214 Walnut Street  
McKeesport, PA 15132

Dear Mr. Halas:

This will confirm our understanding and agreement that the terms and conditions of the existing provisions of the Service Bonus Plan will remain in place for the duration of our 6/1/87 Agreement.

(Signed)

-----  
C. H. Ellis, Director  
Human Resources &  
Administration Services  
CP Industries, Inc.

CONFIRMED:

(Signed)

-----  
William M. Halas  
President - Local #3330 USW

7/16/87

-----  
Date

APPENDIX E

Mr. William Halas  
President  
Local #3330  
United Steelworkers of America

June 24, 1987

Dear Mr. Halas:

This will confirm our understanding and agreement that the following modifications are made to existing benefit programs:

1. Effective February 1, 1988, for retirements on or after July 31, 1986, increase minimum pension formula by \$1.00. The percent pension calculation method is eliminated.
2. Effective for retirements on or after January 31, 1987, increase pension protection afforded short service employees by lowering eligibility for deferred vested pension from 10 years to 5 years of service.
3. Effective February 1, 1988, increase the minimum monthly surviving spouse's benefit by \$10.00 for surviving spouses of active employees who die on or after July 31, 1986 and for the surviving spouses of employees who retire on or after July 31, 1986 and who die thereafter.
4. Effective July 1, 1987, adopt pre-certification of inpatient admissions and mandatory second surgical provisions.
5. Increase major medical deductible to \$150 for individuals and \$300 for families.
6. Extend subrogation provisions applicable to dental benefits to all health care benefits.

Sincerely,

(Signed)

-----  
C. H. Ellis, Director  
Human Resources and  
Administrative Services  
CP Industries, Inc.

CONFIRMED

(Signed)

-----  
William Halas, President  
USW Local #3330

APPENDIX F  
LETTER OF AGREEMENT - 1996

May 30, 1996

Mr. Dennis Fleming  
Staff Representative  
United Steel Workers of America

Dear Mr. Fleming:

In the interest of renewing our agreement effective June 1, 1996, the following contract modifications are proposed:

- 1.) The Steel Workers' Select Blue POS 100 Plan with mail order drug provisions will be implemented effective 8/1/96 for all CPI bargaining unit employees. Existing dental and vision coverage will be retained.
- 2.) Each active employee, other than probationary employees, as of 6/1/96, will receive a gross amount of \$500.00 on or before 7/1/96. Another payment of \$500.00 will be made in a similar manner in 1998.
- 3.) On July 1, 1997 and July 1, 1999, each employee, other than probationary employees who is required to wear safety shoes will be provided an allowance of \$40.00 to purchase same.
- 4.) For retirements after September 1, 1996, the minimum pension formula will be increased an additional \$1.00 for each year of service as a CP Industries, Inc. employee; i.e. on or after August 1, 1986.  
  
For retirements after September 1, 2000, the minimum pension formula will be increased an additional \$1.00 for each year of service as a CP Industries, Inc. employee; i.e. on or after August 1, 1986.
- 5.) For future retirements, the company will not use the USX percent-calculated figure in determining the offset to be applied... the USX minimum formula-calculated amount will be used.
- 6.) The amount of weekly Sickness & Accident benefits will be \$300.00 for payment after 6/1/1996.

7.) An increase in the hourly additive to the standard hourly wage scale rate as follows:

6/1/96 ---	\$ .50
6/1/97 ---	\$ .50
6/1/98 ---	\$ .50
6/1/99 ---	\$ .50
6/1/00 ---	\$ .60

8.) This agreement is effective June 1, 1996 through May 31, 2001.

The above is contingent upon and in conjunction with an understanding that any and all issues presented by the Union in the form of contractual proposals, which have not been agreed to up to this point, are considered withdrawn.

Sincerely,

(Signed)

C. H. Ellis  
VP Human Resources  
& Administrative Services

Dennis R. Fleming 5/31/96  
(Signed)

APPENDIX G  
LETTER OF AGREEMENT - 2001

May 31, 2001

Mr. Dennis Fleming  
Staff Representative  
United Steelworkers of America

Dear Mr. Fleming,

The Company proposes the following contract modifications in the interest of renewing our Agreement effective June 2, 2001:

1.) For retirements after September 1, 2001, the minimum pension formula will be increased an additional \$1.00 for each year of service as a CP Industries employee; i.e. on or after August 1, 1986.

For retirements after September 1, 2002, the minimum pension formula will be increased an additional \$1.00 for each year of service as a CP Industries employee; i.e. on or after August 1, 1986.

For retirements after September 1, 2004, the minimum pension formula will be increased an additional \$1.00 for each year of service as a CP Industries employee; i.e. on or after August 1, 1986.

For retirements after September 1, 2005, the minimum pension formula will be increased an additional \$1.00 for each year of service as a CP Industries employee; i.e. on or after August 1, 1986.

2.) On July 1, 2002, and July 1, 2004, each active employee, other than probationary employees, who is required to wear safety shoes will be provided an allowance of \$75.00 to purchase same.

3.) If an employee retires on other than a deferred vested pension and at the time of such retirement has 15 or more years of continuous service, he will be eligible to be enrolled for Company-paid hospital and physicians' services benefits under a program for pensioners and eligible dependents. Optional major medical coverage may also be elected subject to payment of stated premium.

4.) Effective January 1, 2002, eligible hourly employees shall receive vacation in accordance with the following:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation</u>
1 but less than 2	1
2 but less than 6	2
6 but less than 15	3
15 but less than 23	4
23 or more	5



8.) The Company and Union agree to recognize the CP Industries Substance Abuse Policy effective June 1, 2006.

9.) On July 1, 2006 and July 1, 2008 each active employee, other than probationary employees, who is required to wear safety shoes will be provided an allowance of \$75.00 to purchase same.

10.) Vacations may be scheduled throughout the calendar year; however, the Company may designate two (2) one-week periods as vacation shutdown per calendar year.

11.) This agreement is effective June 1, 2006 through May 31, 2011.

The above is contingent upon and in conjunction with an understanding that any and all issues presented by the Union in the form of contractual proposals, that are not part of this proposal, are considered withdrawn.

Sincerely,

(Signed)

Roger L. Seese  
VP - Human Resources

(Signed)

Dennis R. Fleming  
Staff Representative

APPENDIX H

LETTER OF AGREEMENT - 2006

Dennis Fleming  
Staff Representative  
United Steelworkers - District 10 Office

May 31, 2006

Dear Mr. Fleming:

In the interest of renewing our Collective Bargaining Agreement effective June 1, 2006, the Company proposes the following contract modifications:

1.) The CP Industries Inc. Collective Bargaining Employees Pension Plan will be closed to employees hired after May 31, 2006. New employees are eligible to enroll in the 401(k) Plan per Exhibit A.

2.) All employees on the roles 5-31-06 may elect a voluntary Opt-Out provision to freeze their benefit in the Defined Benefit Pension Plan and enroll in the CP Industries Collective Bargaining Employees' 401(k) Plan. The election must be made no later than 90 days from the date of this agreement. The basic terms of the 401(k) are shown on Exhibit A.

3.) The Company and Union agree to certain modifications to the existing 100-80 POS Plan per attached Exhibit B. The Company will pay 100% of premiums through 7-31-07. Thereafter, the Company will pay up to a 8% increase on Medical and Drug insurance premiums annually. If required, employee contributions will be calculated annually and payroll deducted in advance.

4.) Employees who establish alternative medical and drug coverage with proper documentation will receive a monthly "Opt-Out" payment of \$100.00 per month.

5.) For CPI employees, other than those eligible for retiree benefits through USS, who retire on other than a deferred vested pension and at the time of such retirement has 15 or more years of continuous service, he and his eligible dependents will be eligible to be enrolled in a medical plan chosen by the Company. The participants and the terms and conditions of coverage are limited to the terms of this agreement and are those identified on Exhibit C.

6.) The amount of weekly Sickness and Accident Benefits will be \$385.00 for payment after June 1, 2006 and \$420.00 for payment after June 1, 2008.

May 31, 2001

5.) The amount of weekly Sickness and Accident Benefits will be \$350.00 for payment after June 1, 2003.

6.) An increase in the hourly additive to the standard hourly wage scale rate as follows:

6/2/01-----\$.58  
 6/1/02-----\$.55  
 6/1/03-----\$.65  
 6/1/04-----\$.55  
 6/1/05-----\$.65

7.) This agreement is effective June 2, 2001 through May 31, 2006.

8.) A 401(k) plan, with no Company contribution, will be installed effective 10/1/01.

The above is contingent upon and in conjunction with an understanding that any and all issues presented by the Union in the form of contract proposals, which have not been agreed to up to this point, are considered withdrawn.

Sincerely,

(Signed)

C. H. Ellis  
 VP Human Resources  
 & Administrative Services

(Signed)

Dennis R. Fleming

## 401K Plan Modifications

May 31, 2006

In order to provide retirement benefits for all new employees and current employees who opt out of the defined benefit plan, the Company offers to modify and enhance the existing 401K Plan.

**New Employees**

The company match will be 50% of the amount of each participant's pre-tax contribution up to the first 6% of such participants' contribution. Participants will be entitled to benefits under the Plan in accordance with terms and provisions of the Plan.

**Voluntary Opt-Out Provision for Participants on roles 5-31-06:**

All participants on roles 5-31-06 may make an election to freeze their benefits in the Defined Benefit Plan and enroll in the existing 401(k) Plan.

The Company contribution equals 3% of gross pay. Employee pre-tax contributions are allowed but not required.

The contribution rate stated above applies only to employees on the roles 5-31-06.

All participants shall be eligible to receive the Company contribution without regard to any age or service requirements, and without regard to whether any participant contributions are made to the Plan.

Participants in the Plan shall be 100% vested immediately in the Company contribution.

Any agreement regarding 401k and the Defined Benefit Pension Plan must be in combination with all other economic bargaining items.

Sincerely,

(Signed)

Roger L. Seese  
 VP - Human Resources  
 Staff Representative

(Signed)

Dennis R. Fleming

# APPENDIX H EXHIBIT B

Changes to Medical and Drug Plan

May 31, 2006

Group # 41638-11, 12 Steelworker's H & W Fund			Employee Only	Employee Child	Employee Children	Employee Spouse	Employee Family
8/1/2006 RENEWAL RATES	100-80 POS	MEDICAL	\$ 246.97	\$ 571.79	\$ 571.79	\$ 654.93	\$ 695.65
<b>CHANGES TO MEDICAL PLAN</b>							
Increase Office Visit Co-Pay to \$10			\$ 1.80	\$ 4.20	\$ 4.20	\$ 4.82	\$ 5.12
Increase Emergency Room Co-Pay to \$25			\$ 0.15	\$ 0.34	\$ 0.34	\$ 0.39	\$ 0.41
Spinal Manipulation Office Visit CO-Pay \$10			\$ 0.53	\$ 1.25	\$ 1.25	\$ 1.43	\$ 1.52
Outpatient MH/SA office visit CO-Pay \$10			\$ 0.39	\$ 0.91	\$ 0.91	\$ 1.04	\$ 1.11
Phy/Speech/Occupational Therapy CO-Pay \$10			\$ 0.83	\$ 1.93	\$ 1.93	\$ 2.21	\$ 2.35
Limit spinal manipulation to 25 visits			\$ 0.15	\$ 0.34	\$ 0.34	\$ 0.39	\$ 0.41
Limit inpatient mental health to 30 days per year			\$ 0.12	\$ 0.28	\$ 0.28	\$ 0.33	\$ 0.35
Limit outpatient mental health to 30 days per year			\$ 0.19	\$ 0.45	\$ 0.45	\$ 0.52	\$ 0.55
TOTAL ADJUSTMENTS			\$ 4.16	\$ 9.70	\$ 9.70	\$ 11.13	\$ 11.82
ADJUSTED MEDICAL PREMIUM	8/1/2006 RENEWAL		\$ 242.81	\$ 582.09	\$ 582.09	\$ 643.80	\$ 683.83
<b>CHANGES TO DRUG PLAN</b>							
8/1/2006 RENEWAL	100-80 POS	DRUG	\$ 64.91	\$ 178.20	\$ 178.20	\$ 178.20	\$ 178.20
OPTION B	REMOVE 100 UNIT SUPPLY		\$ 58.00	\$ 159.21	\$ 159.21	\$ 159.21	\$ 159.21
TOTAL ADJUSTMENTS			\$ 6.91	\$ 18.99	\$ 18.99	\$ 18.99	\$ 18.99
TOTAL PREMIUM WITHOUT ADJUSTMENTS	8/1/2006		\$ 311.88	\$ 749.99	\$ 749.99	\$ 833.13	\$ 873.85
TOTAL PREMIUM WITH ADJUSTMENTS	8/1/2006		\$ 300.81	\$ 721.30	\$ 721.30	\$ 803.01	\$ 843.04
	CHANGE		\$ 11.07	\$ 28.69	\$ 28.69	\$ 30.12	\$ 30.81

Sincerely,

(Signed)

Roger L. Seese  
VP - Human Resources

(Signed)

Dennis R. Fleming  
Staff Representative

# APPENDIX H

# EXHIBIT C

Retiree Medical/Rx Benefit

May 31, 2006

The following specifically identifies existing and potential participants included in this agreement. The Plans and Company contributions are provided for the term of this agreement only and terminate with this agreement.

Current participants enrolled in Medicare Part A and B - Retiree

Through May 31, 2006, James Bodnar and Curtis Scharer are enrolled in Group # 40564-83, a Medicare supplement plan through the H&W Fund for which the Company contributes 70% of the premium. Beginning June 1, 2006, they will be enrolled in their choice of Freedom Blue or Security Blue, two Medicare supplement plans offered through the H&W Fund at a quoted premium rate of \$134.00 per month. The Company will contribute 100% of the premium, up to \$150.00 per month, for the term of this agreement.

Current participants - Spouse: Pre-Medicare

Through May 31, 2006 Linda Scharer is enrolled in Security Blue (Group # 41638-11 same as pre-medicare active employees) for which the Company contributes 70% of the premium. Beginning June 1, 2006, the Company will contribute 50% of the premium.

Future Retirees and their spouses

There are eight (8) active employees (see attached listing) who will become eligible for retirement by the end of this agreement, 5-31-11 They are: L. Kephart, G Cifra, M Semekoski, A Krajewski, J Berger, F Derosky, B Chizmar, and T Wright. All but F Derosky would be pre-medicare. Should they elect retirement, for the term of this agreement only, the Company will contribute 40% toward the premium for the retiree and their spouse if pre-medicare, and 100%, up to \$150.00 per month, for a medicare supplement plan such as Freedom Blue or Security Blue that are offered through the H&W Fund at a quoted premium rate of \$134.00 per month.

Sincerely,

(Signed)

Roger L. Seese  
VP - Human Resources

(Signed)

Dennis R. Fleming  
Staff Representative  
United Steelworkers

APPENDIX I  
August 16, 2011

The Company and the Union agree to the following changes to the Collective Bargaining Agreement effective August 16, 2011

- WAGES: Wage Freeze in 1<sup>st</sup> and 2<sup>nd</sup> year of contract. \$0.30 per hour increase in year 3 of the contract (Refer to Appendix "C" & "C1"). Newly hired employees after August 16, 2011 will have a starting rate in accordance with Appendix "C" & "C1". Language in 15.2 now refers to the new wage progression scale. Company reserves the right to increase new hire wage rates at its discretion.
- PRODUCTIVITY INCENTIVE: The company agrees to meet and take input from the union in its development of a Productivity Based Incentive Plan for implementation for 2013 (year 3).
- HEALTH CARE: 100/80 healthcare plan with no deductible. Employee contributions will not increase for 3 years. The current benefit plan and related benefit structure will remain in effect through July 31, 2013. Effective August 1, 2013 the plan will be modified as follows:
  - o Office visit copay: \$20.00
  - o ER copay: \$50.00
  - o Spinal manipulation office visit copay: \$20.00
  - o Physical/Speech/Occupational Therapy copay: \$20.00
  - o Prescription drug plan changes to "Option C" (\$10 Generic & \$20 Brand)
- NEW HIRE HEALTH CARE: 90/70 plan with no deductible, and an employee contribution of 10% of premium.
- HEALTHCARE CONTINUATION:

Current Workforce	0-2 years, coverage to end of month
	2-10 years, 4 months of coverage
	10+ years, 8 months of coverage
New Hires	0-2 years, coverage to end of month
	2+ years, 3 months of coverage
- RETIREE HEALTHCARE: \$150 per month for employees having 15 or more years service with CPI, other than 20-year USS employees, and who are eligible to retire over the term of this contract.
- SUB: The plan is terminated as of the date this contract is ratified. Any employee currently receiving benefits will continue to receive

benefits in accordance with the plan until the earlier of his or her credits are exhausted or the employee is returned to work.

- 401K: The company will explore alternate 401k plans that are employee friendly and are also more accessible to the employee.
- Sick and Accident: Year 1 increase to \$434 per week. Year 3 to \$462 per week.
- OVERTIME: Company agrees to schedule work no more than 60 hours in one week. Article 9.3.
- ATTENDANCE POLICY: A "No fault Attendance Policy" with perfect attendance provision as negotiated and agreed to.
- ARTICLE 9 Section 5. BEREAVEMENT: Immediate family now receives 3 bereavement days off.
- ARTICLE 10. Section 5&6: HOLIDAY ELIGIBILITY: Language removed, "or because of similar good cause".
- ARTICLE 11. Section 4.a.VACATION: Language change, "Die". Vacation \$'s earned in calendar year will go to estate.
- ARTICLE 11. Section 4.b. VACATION: New Language, unused vacation time/earnings in vacation year will go to estate.
- ARTICLE 12. Section 9. PROBATIONARY HOURS: New Hire Probationary hours increase to 740 hours.
- ARTICLE 12. Section 13. LINES OF PROGRESSION: Obsolete language removed. Bid language reworded, not changed.
- MANNING AGREEMENT: Company will make manning decision within 6 months when vacancy occurs.
- BENEFIT MANUAL: Company will develop a comprehensive Employee Benefit Manual.
- JOB DESCRIPTIONS: Company will develop job descriptions for each position. Job Descriptions are not tied to wages.

- TRAVEL POLICY: Company will write a Travel Policy detailing acceptable expenses for all employees.
- FAMILY MEDICAL LEAVE ACT: Company and Union agree to follow the current FMLA policy.
- SUBSTANCE ABUSE POLICY: Company and Union agree to follow the existing alcohol and drug testing policy.
- ARTICLE 16. SALARY CONTINUANCE (Salary Union Only): Employees maintain current levels. Once used, time must be earned back at the rate of (.1 hour for every hour worked).
- ARTICLE 9.2 LUNCHTIME LANGUAGE (Salary Union Only): Each department will administer their own lunch time period either ¼ hr or 1 full hour.
- SALARY BONUS (SALARY UNION ONLY): Bonus plan is frozen. Payout will be upon ratification of agreement. The plan is discontinued moving forward.

(Signed)

Roger Seese  
VP Finance & Accounting

(Signed)

Ernie Esposito  
USW Staff Representative  
District #10

# 2011

## January

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## February

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

## March

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## April

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## May

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## June

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## July

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## August

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## September

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## October

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## November

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## December

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



# 2014

## January

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## February

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## March

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

## April

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## May

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## September

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			